

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into by the Indiana Department of Education ("IDOE") and the [Marion Community Schools] ("Corporation") under the following terms and conditions.

1. Background

Pursuant to Indiana Code Sections 20-31-9-3 and 20-31-9-4 (Public Law 221-1999, Public Law 221, or PL 221), a school which is placed in the lowest category or designation of school improvement for four consecutive years shall be assigned a technical assistance team. A school which is placed in the lowest category or designation for six consecutive years is subject to wide ranging interventions, including merging the school with another school, assigning a special management team to operate the school, changes in school procedures or operations, professional development, intervention for individual teachers or administrators, and other options for improving the school expressed at a public hearing or recommended by IDOE. [Marion High School] ("School"), a school operated by the Corporation, has been placed in the lowest category or designation for four consecutive years and is currently on track toward additional interventions in 2011.

This MOA provides an outline of a structure, agreed upon by the Corporation and IDOE, whereby the School and Corporation will take specific actions to effect significant improvement in student academic performance as measured by intermediate turnaround goals (see Appendix A). This structure is designed to improve academic outcomes in the School to move the School out of the lowest category or designation of school improvement. Execution of this MOA by all parties and all efforts at implementing the terms of the MOA shall be considered as part of the public hearing required by IC 20-31-9-4.

2. Liaison Officials

The primary Point of Contact for IDOE, who shall function as the lead liaison for all implementation of services described in the MOA, is

Jeffery P. Zaring, Chief of Results and Reform
Indiana Department of Education
151 West Ohio Street
Indianapolis, IN 46204
jzaring@doe.in.gov
Telephone: (317) 232-6622

The primary Point of Contact for the Corporation, who shall function as the lead liaison regarding implementation of services described in the MOA, is

Name and Title: Dr. Kenneth Folks, Chief Academic Officer

Street Address: 1240 S. Adams Street

City, State, Zip: Marion, IN 46953

Email: kfolks@marion.k12.in.us Telephone: 765-662-2546 ext. 121

They will serve as the contacts for fiscal and budgetary matters, programmatic matters, daily program operations, service delivery operations, and program monitoring.

3. Goals and Objectives

The goal of this MOA is to provide a structure for an intensive program designed to improve academic outcomes in the School in order to move the School out of the lowest category or designation of school improvement. Under this structure, the Corporation and School will implement specified interventions, and IDOE will provide specified support to the Corporation to reach this goal.

4. Responsibilities

A. Indiana Department of Education (IDOE)

- IDOE will review the School's progress on the intermediate turnaround goals (Appendix A).
- IDOE will review local policies for determining eligibility for attendance at the School, including attendance zone, feeder schools, hardship waivers and magnet programs;
- IDOE will consult on the implementation of turnaround interventions in the School's feeder schools under the Corporation's jurisdiction;
- IDOE will review and provide recommendations on diagnostic assessments, frameworks, and tools used at the School;
- IDOE will provide assistance to the Corporation to develop an evaluation framework for all teachers and leaders at the School, using state developed or state approved instruments;
- IDOE will select, after consultation with the School, an outside evaluator to conduct independent evaluations for all teachers and leaders at the School;
- IDOE will review the scope of services in contracts for academic services and professional development to the School;
- IDOE will review the selection process for applicants for teaching and administrative positions at the School; and
- IDOE may provide additional support as indicated in the Quality Review Report ("QRR") included as Appendix B.

B. [Marion Community Schools]

1. The Corporation must, prior to August 31, 2010, accomplish the following or, where the activity is ongoing, adopt policies and procedures to accomplish the following for the 2010-2011 school year and throughout the term of this agreement:
 - a. Identify and select a collaborative partner to support significant academic improvement at the School;
 - b. Grant the principal at the School sufficient operational flexibility (including in staffing, calendars/time, and budgeting) to implement fully a comprehensive approach in an effort to substantially improve student achievement outcomes and, for high schools, increase high school graduation rates;
 - c. Ensure that the School is not required to accept a teacher without the mutual consent of the teacher and principal, regardless of the teacher's seniority;
 - d. Assure that central office administrators support this MOA by permitting the flexibility outlined above;
 - e. Implement such strategies as financial incentives, increased opportunities for promotion and career growth, and more flexible work conditions that are designed to recruit, place, and retain staff with the skills necessary to meet the needs of the students at the School;
 - f. Use rigorous, transparent, and equitable evaluation systems for teachers and leaders at the School that take into account data on student growth as a predominant factor (at least 51% of the evaluation) as well as other factors, such as multiple observation-based assessments of performance and ongoing collections of professional practice reflective of student achievement and increased high school graduation rates;
 - g. For each school year for which this MOA is in effect, conduct annual evaluations for all teachers and leaders at the School using the systems described above;
 - h. Permit independent evaluations for all teachers and leaders at the School by an outside evaluator selected by IDOE after consultation with the School;
 - i. Identify and reward school leaders, teachers, and other staff at the School who, in implementing the reforms outlined in this MOA, have increased student achievement and high school graduation rates and identify and remove those who, after ample opportunities have been provided for them to improve their professional practice, have not done so;
 - j. Provide staff at the School ongoing, high-quality job-embedded professional development aligned with the school's comprehensive instructional program and designed with school staff to ensure they are equipped to facilitate effective teaching and learning and have the capacity to successfully implement school reform strategies;
 - k. Use data to identify and implement at the School an instructional program that is research-based and vertically aligned from one grade to the next as well as aligned with State academic standards;

- l. Promote the continuous use of student data at the School (such as from formative, interim, and summative assessments) to inform and differentiate instruction to meet the academic needs of individual students; and
 - m. Increase the use of IDOE's online portal, the *Learning Connection*, at the School to advance the strategic use of data described above.
- 2. The Corporation may do the following:
 - a. Implement a new school model at the School. Promising turnaround models include but are not limited to Asia Society, International Baccalaureate, and New Tech High School;
 - b. Employ a clear improvement approach (e.g. Baldrige system) at the School;
 - c. Using IDOE's common evaluation framework to measure the effectiveness of staff who can work within the School to meet the needs of students,
 - i. Screen all existing staff at the School and rehire no more than 50% of the instructional staff; and
 - ii. Select new staff for the School;
 - d. Adopt a new governance structure at the School, which may include, but is not limited to, requiring the School to report to a new "turnaround office" in the Corporation, hire a "turnaround leader" who reports directly to the Superintendent or Chief Academic Officer, or enter into a multi-year contract with the Corporation to obtain added flexibility in exchange for greater accountability;
 - e. Establish schedules and implement strategies at the School that provide increased learning time;
 - f. Provide appropriate social-emotional and community-oriented services and supports for students at the School;
 - g. Convert the School to a conversion charter school as defined in IC 20-24-1-5 or close and reopen the School under a charter school operator, a charter management organization (CMO), or an education management organization (EMO) that has been selected through a rigorous review process;
 - h. Close the School and enroll the students who attended the School in other, higher achieving, schools in the Corporation. These other schools should be within reasonable proximity to the closed school and may include, but are not limited to, charter schools or new schools for which achievement data are not yet available.
- 3. The Corporation must also do the following:
 - a. Ensure the School meets at least 80% of the intermediate turnaround goals outlined in Appendix A. For high schools, IDOE may adjust some goals

depending on the comparability of GQE and ECA data.

- b. Submit to IDOE locally adopted policies for determining eligibility for attendance at the School, including attendance zone, feeder schools, hardship waivers and magnet programs.
- c. Consult with IDOE concerning the implementation of turnaround interventions in the School's feeder schools under the Corporation's jurisdiction.
- d. Ensure the School uses appropriate diagnostic assessments, frameworks, and tools (e.g. *Learning Connection*).
- e. Assure the scope of services in contracts for academic services and professional development to the School align with the domains outlined by IDOE's Turnaround Framework (see Appendix C).
- f. Implement non-traditional recruitment strategies (e.g. urban teacher residencies, alternative pathways, national searches, etc.) as an integral component of teacher and leader recruitment. Focus recruitment efforts on recruiting and selecting teacher and leader applicants from non-traditional pathways, and document all recruitment and selection efforts and results utilizing these strategies.
- g. Extract and report diagnostic data directly to IDOE in substance, format, and intervals established by IDOE, in addition to the data reported to IDOE as required by all schools accredited by IDOE. These data shall include but are not limited to interim assessments, student and teacher attendance rates, and student retention, suspension and expulsion totals.

5. Termination

Either party may terminate this MOA at any time, with or without cause, by providing notice in writing to the other party at least twenty (20) business days prior to the effective date of the termination.

The Corporation agrees that its failure to comply with the responsibilities outlined in this MOA may be grounds for its immediate termination.

IDOE and the Corporation agree that in the event the School exits the lowest category or designation in the spring cycle of student testing this MOA may be terminated by either IDOE or the Corporation.

6. Right to Audit

All records and accounts relating to this MOA shall be subject to audit by State and Federal auditors in accordance with applicable laws. IDOE may also conduct an audit of the Corporation's records and accounts relating to this MOA. The Corporation shall comply with any IDOE audit request, and IDOE shall make a copy of any audit findings available to the Corporation.

7. Term of MOA

This MOA shall begin on July 16, 2010, and shall terminate on August 31, 2012.

8. Non-Discrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10 and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the parties will not discriminate against any employee or applicant for employment relating to this MOA with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The parties will comply with all applicable federal laws, regulations, and executive orders prohibiting discrimination based on Protected Characteristics. Any act of discrimination committed by either party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this MOA.

9. Debarment and Suspension

The Corporation certifies that neither it nor its principals are suspended or debarred from any Federal or State program.

10. Confidentiality

In accordance with the provisions of the *Family Educational Rights and Privacy Act*, 20 U.S.C. Section 1231(g), et seq., (FERPA), the parties hereby acknowledge that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA. The parties agree not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law.

11. Entire Agreement

This MOA, (together with any addenda, appendix, or exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter. The parties may amend this MOA at anytime by their written agreement, and such amendment shall be fully incorporated as part of the MOA as if referenced herein.

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this MOA. The parties, having read and understand the foregoing terms of the MOA do by their respective signatures dated below hereby agree to the terms thereof.

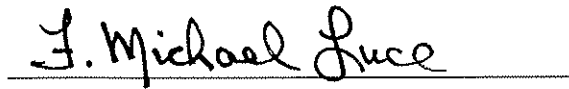
For the Indiana Department of Education



Dr. Tony Bennett
Superintendent of Public Instruction

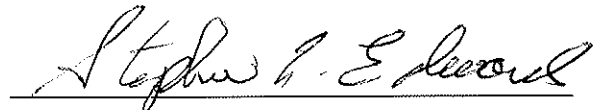
Date: _____

For the [NAME OF SCHOOL CORPORATION]



Name: F. Michael Luce
School Board President

Date: 9/9/2010



Name:
Superintendent

Date: 9/9/2010